

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN

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GRG Ventures, LLC d/b/a Game Room  
Guys, a Michigan limited liability company,

Plaintiff,

Case No. 18-755-cv

v.

Hon.

DBEC, LLC, a Wisconsin limited liability  
company,

Defendant.

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**COMPLAINT**

Plaintiff, GRG Ventures, LLC d/b/a Game Room Guys, by and through its counsel,  
Keller & Almassian, PLC, and for its Complaint against DBEC, LLC states as follows:

**NATURE OF CASE**

1. This is an action for trademark infringement, unfair competition, and false designation of origin under the Lanham Act, 15 U.S.C. §§ 1114, and 1125(a).

**PARTIES**

2. Plaintiff, GRG Ventures, LLC d/b/a Game Room Guys, is a Michigan limited liability company that is in the business of marketing, listing, distributing, repairing and selling games and equipment. Plaintiff has a registered office at 4741 W. River Drive NE, Comstock Park, MI 49321.

3. Upon information and belief, DBEC, LLC, is a Wisconsin limited liability company that is also in the business of marketing, listing, distributing, and selling games and equipment. DBEC, LLC has a registered office at 3700 East Elm Road, Oak Creek, WI 53154. DBEC, LLC uses the seller name “Soda Bar Systems” on the Amazon.com selling platform.

### **JURISDICTION AND VENUE**

4. This Court has subject matter jurisdiction over this dispute pursuant to 28 U.S.C. §§ 1331, 1338(a), 1338(b), and 15 U.S.C. § 1121.
5. This Court has personal jurisdiction over Defendant because it regularly transacts business within this judicial district, and has committed violations of the Lanham Act in this state.
6. Venue is proper in this judicial district pursuant to at least 28 U.S.C. § 1391(b)(2).

### **GENERAL ALLEGATIONS**

7. Plaintiff is the owner of United States Trademark Registration No. 4,535,984, (See **Exhibit A**), and the mark is shown below.

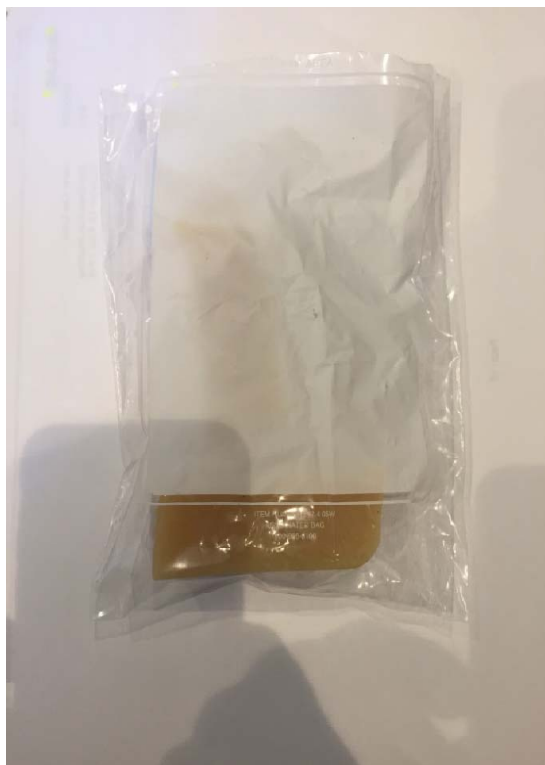


8. The Game Room Guys mark is prominently displayed on the gameroomguys.com website and is featured on most of Plaintiff's product listing platforms, including Amazon.com. An example of a listing on Amazon is shown below.



9. Plaintiff has made use of the Game Room Guys mark in commerce and since August 28, 2003.
10. The United States Patent and Trademark Office registered the Game Room Guys mark on May 27, 2014. (**Exhibit A**).
11. Game Room Guys has expended substantial resources in the development and promotion of goodwill in the GAME ROOM GUYS mark, and has sold products under the mark online in a variety of marketplaces, including Amazon.com.

12. The Game Room Guys mark is distinctive, either inherently or through establishment of acquired distinctiveness in commerce through Plaintiff's sale and advertisement of its goods.
13. The Game Room Guys mark has been used extensively and continuously by Plaintiff in association with its goods and services.
14. The Game Room Guys mark symbolizes the business goodwill of Plaintiff and is an intangible asset of substantial commercial value.
15. Plaintiff has devoted thousands of dollars to design, advertise, develop, publish, and maintain the Game Room Guys mark.
16. On April 19, 2018, Plaintiff, through its counsel, purchased "Game Room Guys Set of 2 Pure U.S.A. Beeswax – 1oz. Blocks" from Defendant on Amazon under the "Game Room Guys Set of 2 Pure U.S.A. Beeswax – 1oz. Blocks" listing.
17. The product received by Plaintiff from Defendant was materially different and not the same product as featured on Amazon's detail listing page. A comparison picture of Game Room Guys branded product and the product received from Defendant are below:



18. The use of the Game Room Guys mark for the marketing and sale of Defendant's products causes' actual customer confusion, as the customers believe that they are purchasing an authentic branded Game Room Guys product.
19. Besides "Game Room Guys Set of 2 Pure U.S.A. Beeswax – 1oz. Blocks" listing, Defendant purports to sell the following Game Room Guys branded products on Amazon: Game Room Guys Set of 2 Plastic Bumper Pool Liners, Game Room Guys Beeswax - 1 oz. Block, Game Room Guys Pool Table Cushion Facing – Billiards, Game Room Guys One Set of Large Replacement Bumper Pool Rubber Rings, Game Room Guys Plastic Web Pool Billiard Table Pocket, and Game Room Guys Set of 12 White Large Bumper Pool Rubber Rings.
20. Upon information and belief, these other products purportedly offered by Defendant for sale on Amazon are not Game Room Guys branded products and the products themselves are materially different.
21. Defendant is using the Game Room Guys mark in an attempt to confuse the purchasing public into believing that Defendant offers official, authorized, Game Room Guys branded products.
22. On information and belief, Defendant has actual notice of Plaintiff's trademark registration as Defendant has received multiple cease and desist letters but continues to advertise its goods and services on Amazon as authentic, authorized, Game Room Guys branded products.

**COUNT I – TRADEMARK INFRINGEMENT UNDER 15 U.S.C. § 1114**

23. Plaintiff incorporates herein the allegations of paragraphs 1 through 22 above specifically by reference.

24. On information and belief, Defendant has – without the consent of Plaintiff – used in commerce reproductions, counterfeits, copies, and/or colorable imitations of the Game Room Guys mark in connection with the sale, offering for sale, distribution, or advertising of good on Amazon.com. Such acts are likely to cause confusion, or to cause mistake, or to deceive.
25. On information and belief, Defendant's acts were committed with knowledge that their imitation was intended to be used to cause confusion, or to cause mistake, or to deceive.
26. On information and belief, Defendant has used the Game Room Guys mark with knowledge of, and the intent to call to mind and create a likelihood of confusion with regard to, and/or trade off of the Game Room Guys mark and goodwill.
27. On information and belief, Defendant has actual knowledge of Plaintiff's trademark registration.
28. Defendant's acts alleged above have caused, and if not enjoined will continue to cause, irreparable and continuing harm to Plaintiff's trademark, business reputation, and goodwill. Plaintiff has no adequate remedy at law as monetary damages are inadequate to compensate Plaintiff for the injuries caused by Defendant.
29. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered damages to the Game Room Guys mark and other damages to its business in an amount to be proven at trial.
30. Defendant's infringement of the Game Room Guys mark is deliberate, willful, fraudulent, and constitutes a knowing use of the Game Room Guys mark, and an exceptional case within the meaning of 15 U.S.C. § 1117(b).

31. Plaintiff is entitled to injunctive relief and to recover Defendant's profits, actual damages, enhanced profits and damages, costs, and reasonable attorney fees under 15 U.S.C. §§ 1114, 1116, and 1117.

**COUNT II – UNFAIR COMPETITION AND OTHER  
VIOLATIONS UNDER 15 U.S.C. § 1125**

32. Plaintiff incorporates herein the allegations of paragraphs 1 through 31 above specifically by reference.

33. On information and belief, Defendant has, on or in connection with their goods or services, used in commerce the Game Room Guys word(s), term(s), name(s), and/or symbol(s), as well as combinations thereof, and have made false designations of origin, false or misleading descriptions of fact, or false or misleading representations of fact, which are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of Defendant with Plaintiff, or as to the origin, sponsorship, or approval of Defendant's goods, services, or commercial activities by Plaintiff.

34. On information and belief, Defendant has, on or in connection with their goods or services, used in commerce Plaintiff's word(s), term(s), name(s), and/or symbol(s), as well as combinations thereof, and have made false designations of origin, false or misleading descriptions of fact, or false or misleading representations of fact, which in commercial advertising or promotion, misrepresented the nature, characteristics, qualities, and/or geographic origin of Defendant's goods or services.

35. On information and belief, Defendant has and had bad faith intent to profit from the Game Room Guys mark.

36. On information and belief, Defendant does not have a trademark or other intellectual property rights.
37. On information and belief, Defendant does not have any prior use of the term “Game Room Guys” or the Game Room Guys mark.
38. On information and belief, Defendant has no bona fide noncommercial or fair use of the Game Room Guys mark.
39. On information and belief, Defendant intended to divert consumers from Plaintiff services and products that could harm the goodwill represented by the Game Room Guys mark, by creating a likelihood of confusion as to the source, sponsorship, affiliation, or endorsement of the Defendant’s products.
40. On information and belief, Defendant has no reasonable grounds to believe that the use of the Game Room Guys mark in connection with sale of Defendant’s products and services was a fair use or otherwise lawful.
41. Defendant’s acts alleged above have caused, and if not enjoined will continue to cause, irreparable and continuing harm to Plaintiff’s trademarks, business, reputation, and goodwill. Plaintiff has no adequate remedy at law as monetary damages are inadequate to compensate Plaintiff for the injuries caused by Defendant.
42. As a direct and proximate result of Defendant’s conduct, Plaintiff has suffered damages to its business, its goodwill, its trade name recognition, the Game Room Guys mark, and other damages in an amount to be proved at trial.
43. Plaintiff is entitled to injunctive relief and to recover Defendants’ profits, actual damages, enhanced profits and damages, costs, and reasonable attorney fees under 15 U.S.C. §§ 1125(a), 1116, and 1117.



**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Court

a) Enter judgment that the Defendant: (i) willfully infringed the Game Room Guys mark in violation of § 1114 of Title 15 in the United States Code, and (ii) willfully used false designations of origin/unfair competition in violation of § 1125(a) of Title 15 in the United States Code.

b) Enter a preliminary and permanent injunction against further infringement, false designation of origin, and unfair competition of the Game Room Guys mark by Defendant, their officers, agents, servants, employees, and attorneys, and all others in active concert or participation with any of them;

c) Pursuant to 17 U.S.C. § 1117(a), award Plaintiff Defendant's profits, damages sustained by Plaintiff, the costs of the action, enhanced damages, and reasonable attorneys' fees based on Defendant's violations of 17 U.S.C. §§ 1114 and 1125.

d) Pursuant to 17 U.S.C. § 1117(b), enter judgment in Plaintiff's favor for three times Defendant's profits or Plaintiff's damages, whichever amount is greater, together with reasonable attorneys' fees based on Defendant intentionally using a mark or designation, knowing such mark or designation is a counterfeit in connection with the sale, offering for sale, or distribution of goods or services, and award prejudgment interest; and

e) Grant Plaintiff such other further relief as the Court may deem proper and just.

July 9, 2018

Respectfully submitted,

/s/ Nicholas S. Laue  
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